

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE Group Art Unit 3635

In re

Patent Application of

Steven C. Thompson

Application No. 10/702,339

Confirmation No.: 8117

Filed: November 6, 2003

Examiner: Basil S. Katcheves

"MODULAR ROOM SYSTEM AND

METHOD"

I, Christopher Austin, hereby certify that this correspondence is being deposited with the US Postal Service as first class mail in an envelope addressed to Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date of my signature.

Signature

Date of Signature

TERMINAL DISCLAIMER

Mail Stop Amendment Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

Transmitted herewith is a Terminal Disclaimer for the above-referenced patent application. Please charge Deposit Account No. 50-1965 for payment of the required Terminal Disclaimer fee under 37 CFR 1.20(d) and for any other fees associated with this communication.

Respectfully submitted,

Christopher B. Austin Reg. No. 41,592

File No. 205327-9018 Michael Best & Friedrich LLP Two Prudential Plaza 180 N. Stetson Avenue, Suite 2000 Chicago, IL 60601



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TERMINAL DISCLAIMER TO OBVIATE DOUBLE PATENTING REJECTION

Mail Stop Amendment Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

L&P PROPERTY MANAGEMENT COMPANY, located at 4095 Firestone Boulevard, South Gate, CA 90280 (hereinafter "Assignee"), by its undersigned attorney of record, represents that it is the owner of the entire interest in the above-identified application (hereinafter "said Application") by virtue of an assignment recorded February 17, 2004, at Reel 014978, Frame 0153. Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on said Application, beyond the expiration date of the full statutory term of U.S. Patent No. 6,786,017 (hereinafter "said U.S. Patent"). Assignee hereby agrees that any patent granted on said Application shall be enforceable only for and during such period that the legal title of the patent granted on said Application should be the same as the legal

title to said U.S. Patent. This agreement shall run with any patent granted on said Application

and be binding upon the grantee, its successors or assigns. In making the above disclaimer,

Assignee does not disclaim any terminal part of the patent granted on said Application prior to

the expiration date of the full statutory term of said U.S. Patent, in the event that said U.S. Patent

later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a

court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under

37 CFR 1.321, has all claims canceled by reexamination certificate, is reissued, or is otherwise

terminated prior to expiration of its statutory term.

The undersigned is empowered to act on behalf of Assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that

all statements made on information and belief are believed to be true; and further, that these

statements are made with the knowledge that willful false statements, and the like so made, are

punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States

Code, and that such willful false statements may jeopardize the validity of the application or any

patent issuing thereon.

Date: 7/2/06

By Christopher B. Austin

Reg. No. 41,592

Attorney Docket No.: 205327-9018-01

Michael Best & Friedrich LLP

Two Prudential Plaza

180 N. Stetson Avenue, Suite 2000

Chicago, IL 60601

cc: Docketing

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